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**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Steven M. Arnold and Nicholas Penney

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Application No./Patent No.: 10/693,853 Filed/Issue Date: October 23, 2003

AUG + 5 2008

Entitled: TORSIONAL MAGNETORHEOLOGICAL DEVICE

National Aeronautics and Space Administration, a Government Agency  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or  
2. ☐ an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

A ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.  
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.  
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Kaprice L. Harris

Signature

8/12/08

Date

Kaprice Harris

Printed or Typed Name

(216) 433-5754

Telephone Number

Legal Advisor

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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National Aeronautics and  
Space Administration

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Patent Application  
NASA Case No. LEW 17,510-1

### ASSIGNMENT and AGREEMENT

Title of Invention: Torsional Magnetorheological Device

Inventor(s): Nicholas Penney

NASA Case No.: LEW 17,510-1

Application No.\*: 10/693853

Application Filing Date\*: 10/23/03

WHEREAS, the parties to this Assignment and Agreement are the undersigned Inventor(s), and the United States Government (hereafter Government), as represented by the Administrator of the National Aeronautics and Space Administration, Washington, D.C. 20546;

WHEREAS, the undersigned Inventor(s) has (have) executed, in the date indicated below, an application for a United States Patent on the above-entitled Invention; and

WHEREAS, the Government is desirous of acquiring the entire right, title and interest in the above-entitled Invention and the executed application.

NOW THEREFORE, in consideration of the payment of royalties, pursuant to NASA Policy Directive, NPD 2092.1, Royalties and Other Payments Received by NASA from the Licensing of Patents and Patent Applications, that may result from licensing the above-entitled Invention, the undersigned hereby:

1. Assigns to the Government my (our) full and exclusive right in and to said Invention within the United States of America, its territories and possessions, and my (our) entire right, title and interest in and to said application, and any corresponding continuation or divisional application(s) and any patent(s) that may issue therefrom.

Assignment individual inventor to NASA July 1998

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17 510-1 Penney Assn

2. Agrees to grant to the Government the option to acquire foreign rights.

3. Agrees, at the expense of the Government, (a) to execute any document for, (b) to deliver any requested information to, and (c) to cooperate in any manner with the Government in order to allow the Government to protect any interest transferred by this Assignment and Agreement.

\*4. Authorizes and requests the attorneys of record in the application to insert the application number and filing date above when required.

5. Reserves a non-exclusive, non-transferable, license to make and use the above-entitled Invention embodied in said application, and any corresponding continuation or divisional application(s) and any patent(s) that may issue therefrom solely for the purpose of nonprofit academic research conducted by the undersigned.

6. Agrees to submit to the Office of Patent Counsel/, NASA Glenn Research Center, a written report annually within thirty (30) days after the first day of January during the life of said application, and any corresponding continuation or divisional application(s) and any patent(s) that may issue therefrom, summarizing the making and using of the Invention, specifically including the purpose for which the Invention was made or used, the employment at the time, the funding agreement performed under, if any, and the results achieved by making and using the Invention.

(Signature of Inventor)

Date

Date Application Executed

Nicholas Penney

(Inventor's Typed Name)

1195 Ravenna Road, Kent, Ohio, U.S.A. 44240

(Post Office Address - Including Country)

Assignment individual inventor to NASA July 1998

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Administration

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## Assignment to the Government (by Government Employee)

Title of Invention: Torsional Magnetorheological Device

Inventor(s): Steven M. Arnold

NASA Case No.: LEW 17,512-1 Application No.: \_\_\_\_\_ Filing Date: \_\_\_\_\_

WHEREAS, the parties to this Assignment and Agreement are the undersigned inventor(s) and the United States Government (hereafter Government), as represented by the Administrator of the National Aeronautics and Space Administration;

WHEREAS, the making of this Assignment and Agreement is in accordance with 37 CFR Part 501; and

WHEREAS, the undersigned inventor(s) has (have) executed, on the date(s) indicated below, an application for United States Patent on the above-entitled invention.

NOW THEREFORE, in consideration of employment by the Government, the undersigned hereby:

1. Assign to the Government my (our) full and exclusive right in and to said invention within the United States of America, its territories and possessions, and my (our) entire right, title and interest in and to said application, and any corresponding continuation or divisional application(s) and any patent(s) that may issue therefrom.
2. Agree to grant to the Government my (our) full and exclusive foreign rights in and to said invention, in accordance with 37 CFR 501.9(d), including rights of priority under the International Convention of Paris (1883), as amended. If the Government chooses not to file an application in any foreign country, I (we) may request rights in that country, in accordance with 37 CFR 501.9(d), and such rights will be subject to the reservation to the Government of a nonexclusive, irrevocable, royalty-free license in the invention with power to grant licenses for all governmental purposes. The terms of such reservation will appear, where practicable, in any foreign patent which may issue on such invention.
3. Agree, at the expense of the Government, (a) to execute any document for, (b) to deliver any requested information to, and (c) to cooperate in any manner with the Government in order to allow the Government to protect any interest transferred by this Assignment and Agreement.
- \*4. Authorize and request the attorneys of record in the application to insert the application number and filing date above when required.

(Signature of Inventor)

Steven M. Arnold  
(Inventor's Typed Name)

10-23-03  
(Date Assignment Executed)

10-23-03  
(Date Application Executed)

2655 Orientangy Dr., Bath, Ohio, U.S.A. 44333  
(Mailing Address - Including Country)

(Signature of Inventor)

(Inventor's Typed Name)

(Date Assignment Executed)

(Date Application Executed)

(Mailing Address - Including Country)

(Signature of Inventor)

(Inventor's Typed Name)

(Mailing Address)

(Date Assignment Executed)

(Date Application Executed)

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23 day of October, 2003.

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Kent N. Stone  
Kent N. Stone